

PUMP AND HAUL AGREEMENT

THIS AGREEMENT, made and entered on this _____ day of _____, 200__, by and between _____ (“Owner”), the property owner; and the Board of Supervisors of the County of Culpeper, Virginia (“County”) by its County Administrator; and _____ (“Hauler”).

WHEREAS, Part III, Article 2, of the Virginia Sewage Handling and Disposal Regulations permit the disposal of sewage on a “pump and haul” basis by a government entity upon agreement between the government entity and the Virginia Department of Health (“Department”), and upon issuance of a general permit by the Department for pumping and hauling and a permit for each sewage storage facility; and

WHEREAS, no practical economic method exists, under current circumstances, for the disposal of sewage from property of Owner located at _____ in Culpeper County (“Property”), except by pumping and hauling to a Department approved sewage disposal facility; and

WHEREAS, this AGREEMENT is designed to provide sewage collection and disposal services on a twenty-four (24) hour call basis;

THEREFORE WITNESSETH: That, for and in consideration of the requirements of said regulations, the issuance of pump and haul permits and sewage facility permits, and

in consideration of the benefits accruing to Owner and Hauler as a result thereof, the parties agree as follows:

1. Owner shall have designed and constructed a sewage storage facility in accordance with the Virginia Sewage Handling and Disposal Regulations and shall, if required, apply to the Department for a permit for the sewage storage facility.
2. The County shall authorize a pump and haul permit to allow sewage collection and disposal services to be provided to Owner for the Property by Hauler, who must hold a sewage handling permit at all times
3. Hauler shall provide pump and haul services to Owner on the Owner's request.
4. Owner is responsible for requesting and paying for any hauling done by Hauler. Hauler is responsible to haul all sewage from the Owner's storage facility to the location agreed to in section 5, at its normal and customary rates in effect of the date of the hauling, and at the request of Owner. The Hauler shall provide sewage collection and disposal services to the Owner on a twenty-four (24) hour call basis. Hauler is responsible for collecting, from Owner, any and all payments due by Owner. The County shall not be responsible for any payment due to Hauler.
5. Hauler will only empty at _____, a Department approved sewage facility with costs thereof being allocated as agreed by Hauler and Owner.
6. The parties to this agreement covenant that they will comply with all applicable provisions of state, federal, and local laws, ordinances, and regulations including without limitation, all Department regulations.

7. The Owner agrees that the County and its agents and employees have the right to inspect the Owner's storage facility at any time during regular County business hours.
8. The Owner and Hauler have contracted for Hauler's services (Owner-Hauler Contract) as required by this agreement. This agreement shall remain in effect between Owner and the County notwithstanding termination of the Owner-Hauler Contract. This agreement shall control in the event of any inconsistency between this agreement and the Owner-Hauler Contract.
9. Should Hauler fail to have requisite permits and certifications, all pump and haul activity shall immediately cease.
10. In the event Hauler fails to have or renew requisite permits, licenses and certifications, or has any of the requisite permits, licenses and certifications revoked, or the owner Hauler Contract is terminated, Owner shall promptly make other arrangements with the County and another hauler. The County, Owner, and new hauler will be required to execute a Pump and Haul Agreement prior to any pump and haul activity on the Property.
11. This agreement shall become void should any of the following occur:
 - a. Hauler loses or fails to renew any or all permits, licenses and/or certification necessary to pump and haul.
 - b. County's general permit from the State is revoked or not renewed.
 - c. Owner fails to maintain a proper storage facility.
 - d. Hauler pumps, hauls or empties in a non-specified or illegal place or manner.
 - e. Owner improperly disposes of sewage.

- f. Other means of sewage disposal, such as sewage lines, become available to Owner.
 - g. The County or Department revokes the permit(s) for failure to comply with provisions of applicable statutes, the Sewage Handling and Disposal Regulations, or other applicable regulations.
- 12. This agreement is voidable by the County upon five (5) work days written notice if there is lapse or loss of insurance by Owner or Hauler or there is any other breach of this agreement. In addition, this agreement may be terminated by the County if the County determines, after thirty days written notice to the other parties, that this Agreement should be terminated.
- 13. Owner and Hauler shall be responsible and hold harmless and indemnify the County, and all of its elected or appointed officials, officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with sewage storage at the Property or pump and haul services related thereto.
- 14. Owner shall carry homeowner's or hazard insurance or its equivalent approved by the County Risk Manager, in the amount of \$250,000, or the Owner's current level of coverage, whichever is greater, covering the storage facility provided for herein, with the County named as an additional insured. Owner shall at all times provide the County with proof of coverage required in this paragraph.

15. Hauler shall carry \$1,000,000 in commercial general liability insurance or its equivalent approved by the County Risk Manager covering its services provided for herein, with the County named as an additional insured. Hauler shall at all times provide County with proof of the coverage required in this paragraph.
16. This agreement shall be binding upon the parties, their heirs, assigns and successors-in-interest.

(Owner)

By: _____

Dated: _____

Culpeper County Board of Supervisors

By: _____

Frank T. Bossio, County Administrator

_____ (Hauler)

By: _____

Dated: _____